

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="display: flex; justify-content: space-between;"><div>1</div><div>14</div></div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0001</div>		3. EFFECTIVE DATE <div style="text-align: center;">22-Dec-2003</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">W22W9K-3251-2708</div>		5. PROJECT NO.(If applicable)	
6. ISSUED BY U. S. ARMY ENGINEER DISTRICT, LOUISVILLE 600 DR. MARTIN LUTHER KING, JR. PLACE ROOM 821 LOUISVILLE KY 40202-2230		CODE <div style="text-align: center;">W912QR</div>		7. ADMINISTERED BY (If other than item 6) CONTRACT ADMINISTRATION BRANCH ATTN: JENNIFER J. ANDERSON P. O. BOX 59 LOUISVILLE KY 40201-0059		CODE <div style="text-align: center;">DACA27</div>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACA27-03-R-0024	
				X		9B. DATED (SEE ITEM 11) 24-Nov-2003	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>6</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Solicitation DACA27-03-R-0024 for the Construction of the Nashville U.S. Army Reserve Center/Organization Maintenance Shop/Unheated Strorage Facility (USARC/OMS/USF), Nashville USARC, TN is hereby amended: (see next page)							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 17-Dec-2003	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION 00010 - SOLICITATION CONTRACT FORM

The Issued By organization has changed from

USA ENGINEER DISTRICT, LOUISVILLE

ATTN: CELRL-CT

600 DR. MARTIN LUTHER KING PLACE

ROOM 821

LOUISVILLE KY 40202

to

U. S. ARMY ENGINEER DISTRICT, LOUISVILLE

600 DR. MARTIN LUTHER KING, JR. PLACE

ROOM 821

LOUISVILLE KY 40202-2230

The following have been added by full text:

AMENDMENT 0001

a. THIS AMENDMENT MUST BE ACKNOWLEDGED.

b. The offer due date remains 05 January 2004, 4:00 pm local time.

c. Delete and add contract clauses as indicated in this amendment.

d. Replace Section 00130 with the Section 00130 included in this amendment. (The original solicitation misnumbered parts of this section.)

e. Replace wage rate decision TN030059 with the wage decision TN030064, dated 06/13/03.

f. Page 14 of 133 – 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

Correct Telephone # to read as follows: 931-454-3370

g. The following changes are made in Section 00800:

Specification 0800 – SPECIAL CONTRACT REQUIREMENTS.

1. 1.3 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK.

Add duration of 547 calendar days to paragraph.

2. 1.28 PERFORMANCE OF WORK BY THE CONTRACTOR.

In the first sentence, change percent of total work performed by the contractor to 15%.

3. 1.40 CONTRACTOR COORDINATION WITH FURNITURE INSTALLATION

Paragraph revised to below:

1.40.1 General

The project furniture will be provided and installed by the Government. The Contractor is responsible for providing electrical and voice/data connections to the furniture, once installed, as shown on the drawings.

1.40.2 Establishing Furniture Delivery Date

The general contractor's representative is to work with Bob Harris, Louisville District Furniture Coordinator, in establishing the projected furniture delivery and installation date. Louisville District will order the furniture package approximately twelve weeks prior to the projected delivery date. The furniture contracts will contain provisions to adjust delivery schedules, as needed, to correct for slippage in the construction schedule. The general contractor's representative is to inform Bob Harris of any changes to the projected furniture delivery date as construction progresses and a firm delivery date shall be established no later than six weeks prior to the final furniture delivery date.

1.40.3 Requirements for Building Completion Prior to Furniture Installation

The exterior roads, parking areas, walks and building entrances shall be fully complete to support the delivery of furniture products by semi-tractor trailers. All interior building finishes shall be complete as well as supporting electrical and telephone/data utilities. Completed building finishes shall include carpeting, VCT flooring and base, interior walls, ceilings, lighting, HVAC systems and controls, doors, doorframes and trim. All office areas are to be cleaned, vacuumed, waxed and buffed as appropriate for the installation of furniture and occupancy by the customer. The HVAC system must be fully balanced and commissioned. The elevator shall be operable and certified for use by the approving agency. The final building punch inspection shall be performed and punch list items corrected by the general contractor prior to the delivery of the furniture package.

1.40.4 Projected Furniture Installation Duration

Considering the size of the furniture package, it is expected that the installation will take no more than three weeks from the time of furniture delivery to completion of the punch inspection.

1.40.5 General Contractor Support During Furniture Installation

The general contractor's representative shall:

- 1. Participate in the furniture pre-installation meeting conducted at the site approximately six weeks before the delivery of the furniture package. The purpose of this meeting is to coordinate the delivery and installation of the furniture package with the local Corps Representative, Army Reserve Representative, general contractor and subs and the furniture installation team.**
- 2. Review the entire office area with the furniture installer's representative to identify and document any pre-existing building damages. Any building damages resulting from the furniture installation will be the responsibility of the furniture installer to correct to the satisfaction of the Corps of Engineers and the Army Reserve.**
- 3. Provide access to the facility and individual office areas on a daily basis throughout the furniture installation.**
- 4. Secure building at the end of each workday.**
- 5. Coordinate the connection of the electrical base feeds with systems furniture workstations and the installation of telephone, data cabling and associated jacks to individual workstations via acoustic panel raceways as defined in the construction documents.**

4. 1.47 WAGE RATES

Wage decisions included are: TN030002 (Building); TN030064 (Heavy)

(Amendment 0001)

SECTION 00130 - PROPOSAL EVALUATION CRITERIA

1. **GENERAL.** A Source Selection Evaluation Board (SSEB), comprised of representatives of the Corps of Engineers, User/Customer, and other required personnel, will evaluate the proposals. Offerors are advised that the technical evaluation and rating of proposals will be conducted in strict confidence in that technical/quality proposals are reviewed and rated without knowledge of the price offered. The number and identities of offerors are not revealed to anyone who is not involved in the evaluation and award process or to other offerors. Proposals will be evaluated based on the factors described herein, and the basis of award is the Tradeoff Process.

2. **EVALUATION PROCESS.** The evaluation process essentially consists of four parts: proposal compliance review and responsibility determination, technical/quality evaluation, price evaluation and cost/technical trade-off analysis.

2.1 Proposal Compliance Review: This is an initial review to ensure that all required forms and certifications are complete and that both a technical and price proposal were received.

2.2 Technical/Quality Evaluation: The SSEB will evaluate and rate those proposals passing the first review, above. Proposals will be evaluated against the RFP requirements. Some factors will be rated using an adjectival-based system. Others will be rated on a “go, no-go” basis.

2.3 Price Evaluation: The SSEB will evaluate price proposals independent of the technical/quality evaluation. The SSEB will not have access to price information until completion of the technical/quality evaluation.

2.4 Cost/Technical Trade-Off Analysis: After all above evaluations are complete, the SSEB will compare the relative advantages and disadvantages of technical proposals and compare prices. The Source Selection Authority (SSA) will then consider all factors to determine the proposal offering the most advantage to the Government.

3. **EVALUATION FACTORS.** Proposals will be evaluated in accordance with the factors and subfactors below which are listed in relative order of importance. All evaluation factors, other than cost or price, when combined, are equal to cost or price.

3.1 Section I - Experience

A. Prime Contractor Construction Experience

The SSEB will evaluate both the extent and quality of recent experience identified in the proposal. Documentation of successful completion of projects similar to this project in size scope and dollar value will be favorably considered in the evaluation. Conversely, proposals that do not include substantial evidence that the offeror has experience, qualifications and production capability to successfully prosecute the

proposed project will be unfavorably considered. Projects considered similar to this project include Army Reserve or National Guard Armories, schools, office buildings, vehicle maintenance shops, etc. Work must have been self performed to qualify as experience.

B. Major Subcontractor Construction Experience (Mechanical and Electrical only)

The SSEB will evaluate both the extent and quality of recent experience identified in the proposal. Documentation of successful completion of projects similar to this project in size scope and dollar value will be favorably considered in the evaluation. Conversely, proposals that do not include substantial evidence that the offeror has experience, qualifications and production capability to successfully prosecute the proposed project will be unfavorably considered. Projects considered similar to this project include Army Reserve or National Guard Armories, schools, office buildings, vehicle maintenance shops, etc. Work must have been self performed by the subcontractor to qualify as experience.

C. Individual Personnel Experience

The SSEB will evaluate the 2 key personnel requirements listed in Section 0115, Section I, paragraph 2.1, Tab C, Individual Personnel Experience. The SSEB will also evaluate for compliance with specified minimum requirements, degree of qualification and experience, familiarity with local conditions, etc. Proposals will be considered non-responsive by the SSEB if proposals include phrases such as “or someone similar” to identify personnel. At a minimum the following qualifications are considered necessary and required:

PROJECT MANAGER: Project Manager shall have a minimum of five years experience as a project manager on similar construction projects and have a degree in engineering or construction management. Projects considered similar to this project include Army Reserve or National Guard Armories, schools, office buildings, vehicle maintenance shops, etc.

PROJECT SUPERINTENDENT: The Project Superintendent shall have a minimum ten years of similar construction experience. Projects considered similar to this project include Army Reserve or National Guard Armories, schools, office buildings, vehicle maintenance shops, etc.

3.2 Section II - Past Performance

The SSEB will evaluate the degree of successful completion of all experience of the Prime Contractor and Major Subcontractors (Mechanical and Electrical Only) identified in the proposal for A and B above. Documentation of satisfactory performance of projects similar in size, scope, complexity and dollars will be rated favorably. The Government reserves the right to check any or all cited references to verify supplied information and to assess owner satisfaction. The Government may also use other tools

such as CCASS, ACASS, PPIMS, Dun & Bradstreet, etc. to gather information regarding an offeror's qualifications and past performance.

4. Section III - Price. The price will be evaluated by the SSEB for reasonableness and realism through the use of price analysis. Price will also be checked for unbalancing of line items. Offerors are cautioned to distribute costs appropriately.
5. Competitive Range (if discussions are opened) Agencies shall evaluate all proposals in accordance with FAR 15.305(a), and if discussions are to be conducted, establish the competitive range. Based on the ratings of each proposal against all evaluation criteria, the contracting officer shall establish a competitive range comprised of all the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Discussions will be conducted with all offerors in the competitive range. Upon conclusion of discussions, all offerors remaining in the competitive range will be invited to submit their Final Revised Proposal. Following receipt of the Final Revised Proposals, each received offer will be evaluated.
6. Section IV - Pro Forma Requirements. This information will be evaluated on a "go, no-go" basis, determining the offeror's ability to be financially capable of sustaining performance under the contract and the offeror's capability of obtaining the required Performance and Payment Bonds.

h. Replace the Bid Schedule with the Bid Schedule included in this amendment.

Section 00010 - Solicitation Contract Form				(Amendment 0001)	
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		UNIT
0001	1	Lump Sum			
	U.S. ARMY RESERVE CENTER TRAINING BLDG.				
	Nashville USARC, TN				
				NET AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT		UNIT
0002	1	Lump Sum			
	ORGANIZATIONAL MAINTENANCE SHOP				
	Nashville USARC, TN				
				NET AMOUNT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT
0003	1 UNHEATED STORAGE FACILITY Nashville USARC, TN	Lump Sum		
NET AMOUNT				
<hr/>				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT
0004	1 SITE WORK Nashville USARC, TN	Lump Sum		
NET AMOUNT				
<hr/>				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT
0005	1 WATER AND SANITARY SEWER SERVICE FEES AND CHARGES Nashville USARC, TN	Lump Sum		
NET AMOUNT				
<hr/>				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT
0006	1 STORM WATER PERMIT FEE Nashville USARC, TN	Lump Sum		
NET AMOUNT				
<hr/>				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT
0007	1 OPERATIONS AND MAINTENANCE ARMY RESERVE (OMAR) FUNDED ITEMS Nashville USARC, TN	Lump Sum		
NET AMOUNT				
<hr/>				
GRAND TOTAL				
<hr/>				

f. Section 00100 LCL 0237-002 POINT OF CONTACT – Willard Williams’ telephone # is corrected to read as follows: 931-454-3370.

SECTION 00100 - BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

The following have been added by full text:

52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as “brand name or equal,” the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that “equal” products must meet are specified in the solicitation.

(b) To be considered for award, offers of “equal” products, including “equal” products of the brand name manufacturer, must--

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by--

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate “equal” products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an “equal” product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

The following have been deleted:

252.206-7000	Domestic Source Restriction	DEC 1991
LCL 0214-002	AWARD TO SINGLE BIDDER/OFFEROR	MAY 2000
LCL 0237-002	POINT OF CONTACT	MAY 2000

SECTION 00600 - REPRESENTATIONS & CERTIFICATIONS

The following have been added by full text:

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized

representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12) for contracts and subcontracts that are subject to Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99). For contracts and subcontracts that are not subject to CAS, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413-50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS-covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

(End of clause)

52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to Mark R. Yates, Contracting Officer, U. S. Army Corps of Engineers, Louisville District, 600 Dr. ML King, Jr. Place, Room 821, Louisville, KY 40202-2230.

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

(End of clause)

SECTION 00700 - CONTRACT CLAUSES

The following have been added by full text:

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

The following have been deleted:

52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II	APR 1984
52.216-4	Economic Price Adjustment-Labor and Material	JAN 1997
52.216-5	Price Redetermination--Prospective	OCT 1997
52.223-10	Waste Reduction Program	AUG 2000
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-16	Progress Payments	APR 2003
52.232-25	Prompt Payment	OCT 2003
52.243-5	Changes and Changed Conditions	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	JUN 2003
52.246-1	Contractor Inspection Requirements	APR 1984
52.252-4	Alterations in Contract	APR 1984
252.219-7011	Notification to Delay Performance	JUN 1998
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	APR 2003
252.247-7023	Transportation of Supplies by Sea (May 2002)	MAY 2002
Alt III	Alternate III	

(End of Summary of Changes)

GENERAL DECISION TN030064 06/13/03 TN64
General Decision Number TN030064

Superseded General Decision No. TN020064

State: Tennessee

Construction Type:
HEAVY

County(ies):
DAVIDSON

HEAVY CONSTRUCTION PROJECTS (including Sewer and Water Line projects)

Modification Number Publication Date
0 06/13/2003

COUNTY(ies):
DAVIDSON

SUTN2010A 03/23/1995

	Rates	Fringes
CARPENTERS	10. 89	
CEMENT MASONS/CONCRETE FINISHERS	11. 00	
ELECTRICIANS	13. 20	
IRONWORKERS: Reinforcing	11. 60	
LABORERS: Unskilled	7. 55	
Pipelayers	8. 56	
PAINTERS: Brush	10. 01	
PLUMBERS	18. 00	
POWER EQUIPMENT OPERATORS: Backhoe	10. 66	
Crane	11. 91	
Dozer	9. 21	
Roller	8. 76	
Track Drill Operator	8. 76	
Trackhoe	11. 50	
TRUCK DRIVERS	8. 75	
TUNNEL MINERS	10. 71	

WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.
=====

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses

(29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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